

**2014-2015**

**GUIDE TO VIRGINIA**

**LANDLORD-TENANT LAW**

**AND**

**LOCAL RENTAL HOUSING**

**IN**

**PLANNING DISTRICT 16**

### **Rappahannock Legal Services, Inc. (RLS)**

Rappahannock Legal Services (formerly Fredericksburg Area Legal Aid Society, Inc.) was established in 1973 in order to provide free civil legal assistance to low income individuals and families. The Fredericksburg office provides services to eligible residents of Planning District 16, which includes the City of Fredericksburg, and Caroline, King George, Spotsylvania, and Stafford counties.

The rental housing information in the 2014-2015 Guide was provided by the individual property managers. The legal information was provided by Rappahannock Legal Services. Every effort has been made to ensure accuracy. All information was current at the time of publication (June, 2014). Rappahannock Legal Services is not responsible for any changes that may have occurred after that time.

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Limited copies of the 2014-2015 Guide have been printed in English and Spanish. Those receiving copies are therefore encouraged to make additional copies of their own. RLS also has electronic copies of its English and Spanish language Guides and will be placing those Guides on its website.

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# **EQUAL OPPORTUNITY IN HOUSING**

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IT'S YOUR RIGHT!

YOU MAY NOT BE DENIED HOUSING BASED ON...

RACE

COLOR

SEX

NATIONAL ORIGIN

DISABLED

ELDERLINESS

FAMILIAL STATUS (families with children)

Realtors, real estate agents, rental agents, and most landlords must show you ALL AVAILABLE housing based on your financial ability only! If you feel that you have been denied an opportunity to see or obtain housing, or even been treated with less enthusiasm because of your skin color, elderliness, handicap, sex, race, religion, national origin, or because you have children, PLEASE call HUD at 1-888-799-2085 (TTY for the hearing impaired: (215) 656-3450). You can also contact the Virginia Fair Housing Office at 804-367-8530 or 888-551-3247, or visit their website at <http://www.dpor.virginia.gov/FairHousing/>.

For a free brochure explaining your rights, options, and the sometimes subtle discriminatory actions, contact the Fredericksburg Area Association of Realtors at (540) 373-7711.

## **SPECIAL TIPS TO KNOW**

**DISABLED TENANTS** – must be allowed to make reasonable modifications to their individual units and to the common access areas. Special parking must be allowed. A “no pet” policy cannot prevent a person from keeping an assist animal. For example, seeing eye dogs are not considered “pets” and MUST be allowed by most landlords.

**The Disability Resource Center** is available to assist persons with disabilities in locating housing. Call (540) 373-2559. TTY for the hearing impaired (540) 373-5890.

**CHILDREN** – Although a reasonable limit on the number of occupants is allowed, this limit cannot mandate “no children.” For example, a 1 bedroom unit that allows 2 adults must allow 1 adult and 1 child. A 3 occupant limit must allow a single person with 2 children.

**NOTE:** Landlords may impose occupancy standards restricting the maximum number of occupants to two (2) persons per bedroom.

**ELDERLINESS** – Although the Federal Housing Laws do not cover age, Virginia’s fair housing laws make it illegal to discriminate based on elderliness. Elderliness refers to any persons who have reached their 55<sup>th</sup> birthday. Neither landlords nor their agents are allowed to steer elderly persons away from or toward any particular housing units.

Sometimes landlords or their agents make discrimination seem reasonable or acceptable. It is YOUR DECISION where to live! If you feel like you have been discriminated against, and if you want to fight it, call HUD at 1-888-799-2085, or the Virginia Fair Housing Office at either 804-367-8530 or 888-551-3247.

**NOTE: All HUD-assisted or HUD-insured housing, including housing under the Housing Choice Voucher Program, shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. Landlords also may not ask about sexual orientation to determine eligibility for HUD-assisted housing.**

# **OVERVIEW OF LANDLORD-TENANT LAW**

Many leases in Virginia are governed by the Virginia Residential Landlord & Tenant Act (“VRLTA”) and nationally by the Civil Rights Act of 1968 (“Fair Housing Act”).

## **I. FOUR RULES FOR RENTERS TO REMEMBER**

These rules cannot prevent every problem that a renter may face, but following them is likely to prevent a lot of confusion and stress.

- 1) **Read written leases completely.** Not knowing what’s in the lease doesn’t excuse you from responsibilities.
- 2) **Put agreements in writing.** Agreements are hard to prove if they are not in writing. If the landlord tells you he will clean the carpeting after you move in, get that in writing. If it’s important to you, then you will have to prove that this agreement existed. You can only do that if you have it in writing.
- 3) **Discuss problems with the other party.** Cooperation with the landlord is your best insurance for resolving problems.
- 4) **Notify the other party in writing.** If you can’t resolve a problem, then a statement of the problem should be put in writing promptly and sent to the landlord. You must keep a copy of the letter to prove notification has been given.

## **II. SIGNING A LEASE AND MOVING IN**

### **A. WRITTEN LEASES**

**A lease is a contract. You should read and understand all sections of the lease before signing.** If a lease is signed by the tenant and the landlord, a copy must be provided to the tenant within 1 month. Payment of rent by a tenant or collection of the rent by a landlord can create a lease between the parties even if a written lease has not been signed.

### **B. ORAL AGREEMENTS**

An oral agreement needs to be put in writing to be easily enforced. Example: if a landlord tells a tenant that a dwelling will be painted, that promise should be put in writing to become part of the rental agreement.

### **C. DISCLOSURE**

At the time of move-in, the landlord must give the tenant written notice of the name and address of: 1) the person or persons authorized to manage the premises, and 2) the owner, or person who acts in legal matters for the owner. Tenants moving in must be notified of any planned conversion in the next 6 months that would displace them. If the property is sold, the landlord must notify the tenant of the name, address, and phone number of the new owner.

**NOTE: EFFECTIVE July 1, 2014, if the landlord has actual knowledge that the property was previously used to manufacture methamphetamine (meth) and has not been cleaned according to Department of Health guidelines, the landlord must provide written disclosure before renting the property. If the landlord did not disclose, then the tenant may end the lease agreement within 60 days of discovering that the property was used to manufacture meth and not cleaned by the guidelines. The tenant must provide a written notice to the landlord and terminate the lease within one month after sending that notice to the landlord.**

#### **D. SECURITY DEPOSITS**

Before a tenant moves into a unit, the landlord may require the tenant to pay a security deposit. Here are three important facts about security deposits:

- 1) Security deposits cannot exceed the amount of 2 months' rent.**
- 2) When a tenant moves, the landlord may withhold all or some of the security deposit.**  
The landlord may legally withhold the security deposit for things like unpaid rent (including late fees) and damage caused by the tenant beyond reasonable wear and tear.

**Effective July 1, 2014, landlords are no longer required to pay interest on security deposits.**

Many disputes occur between landlords and tenants over the amount of money that the landlord can legally withhold from a security deposit. For information about the law governing the return of the security deposit, see page 15.

**Landlords can require tenants to pay the premiums for damage insurance, renter's insurance, or both. These payments are rent, and the tenant will never get them back. However, a landlord cannot require a tenant to pay more than two months' rent in security deposits, damage insurance, and renter's insurance combined.**

**Where a landlord obtains damage insurance or renter's insurance for the tenant, the landlord shall name the tenant as a "co-insured."**

**NOTE: A landlord may also require a refundable application deposit and a nonrefundable application fee.**

#### **E. INSPECTION OF THE DWELLING**

An inspection of the dwelling unit when it is first occupied is very important. This inspection can ensure your security deposit is returned to you. An inspection checklist should note all damages or defects to the property in each room (such as problems with or damages to windows, doors, woodwork, ceilings and walls, floors, cabinets, plumbing pipes and fixtures, structural systems, and appliances).

**The inspection checklist should also indicate whether there is any visible evidence of mold in the unit. If there is visible evidence of mold, the tenant may reject the tenancy or accept the unit ‘as is.’**

**The landlord has 3 options for inspection:**

- 1) Inspect the dwelling unit himself and provide a copy of itemized damages to the tenant within 5 days of occupancy. The tenant may request additional items to be added to the list within 5 days of receiving the landlord’s report.
- 2) Adopt a written policy to allow the tenant to submit the itemized damage list.
- 3) Adopt a written policy to provide that the landlord and tenant shall prepare the inspection report jointly.

If the landlord does not follow any of these three options, a tenant should still submit an itemized damage list of his own.

#### **TENANTS AFFECTED BY FAULTY CHINESE MANUFACTURED DRYWALL**

**If a landlord has knowledge of the existence of defective drywall with origins of Chinese manufacturing that has not been remedied, the landlord must provide prospective tenants with a written disclosure that the property contains such defective drywall.**

- **Any tenant not provided with the written disclosure above may end his or her lease within 60 days of discovering the defective dry wall. If a tenant wishes to end his or her lease early, the landlord must be notified in writing.**
- **Termination of the lease is the only remedy that a tenant has for a landlord’s failure to disclose the defective dry wall to the tenant.**

#### **F. TENANTS IN FORECLOSED PROPERTIES**

##### **Federal Law**

Under federal law, a tenant is allowed to remain in a foreclosed property for the full term of the lease *unless* the new owner of the foreclosed property will actually live in the property. A new owner who will use the property as his or her primary residence must give the tenant 90 days’ notice before that tenant must leave.

- **Section 8 vouchers** - In addition to the rights above, tenants with Section 8 vouchers will continue to receive their current amount of rental assistance.
  - **NOTE** – an eligible lease or tenancy is one where the tenant is NOT the mortgagor or a member of the mortgagor’s family and the rent is not substantially lower than fair market rent.

##### **Virginia Law**

A landlord must give written notice to a tenant of a mortgage default, notice of mortgage acceleration, or notice of foreclosure sale within 5 business days after written notice from the lender.



A landlord must notify a tenant in writing within 5 business days of the landlord receiving written notice from their mortgage lender of a mortgage default, of mortgage acceleration, or of a foreclosure sale.

- If the landlord fails to provide the notice required, the tenant has the option to immediately terminate the lease agreement upon 5 business days' notice to the landlord and is entitled to a return of the security deposit in accordance with the law or the rental agreement, whichever is applicable.
- If the dwelling is vacant, the landlord must disclose to any prospective tenants in writing at or before the start of tenancy of a mortgage default, notice of mortgage acceleration or notice of foreclosure sale relating to the dwelling unit.
- The landlord is not required to notify tenant if the managing agent does not receive written notice from the mortgage lender or if the tenant provides a copy of written notice from the lender to the landlord (such as if the notice comes to the rental property and the tenant gives the notice to the landlord.)

NOTE: A tenant may remain in the foreclosed property until the end of the lease unless the property is purchased by a bona fide purchaser who will reside in the property.

### **III. DURING THE RENTAL AGREEMENT**

Landlords and tenants both have specific rights and responsibilities during the lease. It is important to know these rights and responsibilities. Otherwise, both landlords and tenants may unknowingly violate the law.

#### **A. TENANT'S RESPONSIBILITIES**

##### **1. PAYMENT OF RENT**

Rent must be paid at the time and place designated by the landlord, and in the form requested (cash, check, money order).

**Effective July 1, 2014, landlords may require that tenants pay the government or service fees for energy sub-metering if the technology is included in the home and if the lease allows for these payments. They are non-refundable and count as rent.**

Failure to pay rent when due, including repeated late payment of rent, or the voluntary withholding of rent (for whatever reason) may be a violation of the rental agreement. This may cause the landlord to take the following protective measures allowed by law:

- 1) **Five day pay-or-quit notice:** The landlord may issue a notice giving the tenant 5 days to pay the rent in full or vacate the premises.
- 2) **Unlawful detainer warrant:** Issuance of such notice allows a landlord the right to begin eviction proceedings against a tenant in the local general district court. However, it does not relieve a tenant of his obligation to fulfill the terms of the rental agreement.

- 3) **Eviction:** If full payment of rent is not made within 5 days and the tenant fails to vacate, the landlord must file an unlawful detainer action in order to have the tenant evicted. **The eviction will be dismissed if the tenant pays all rent that is owed (plus reasonable late charges and attorney fees, if any, and court costs) to the landlord or into the court on or before the first court date (known as the “return date”) stated on the unlawful detainer warrant. However, a tenant may only make this type of payment once every 12 months.**

If the tenant disputes the amount of rent owed, he must appear on the return date to get a second court date for a hearing on the dispute. If the court enters a judgment for possession in favor of the landlord at the first or second court date, the tenant has 10 days to appeal to Circuit Court and post an approved bond. Otherwise, on the 11th day, the local sheriff can serve a writ of possession to forcibly evict the tenant and his/her belongings. If the tenant does not voluntarily move within 72 hours of being served the writ of possession, the sheriff can return to forcibly evict the tenant and his property.

UNDER VIRGINIA LAW, A LANDLORD CANNOT FORCIBLY EVICT A TENANT ON HIS OWN. THE LANDLORD MUST USE THE COURTS TO DO SO. THUS, THE LANDLORD CANNOT LOCK OUT A TENANT OR TERMINATE THE TENANT’S UTILITIES ON HIS OWN.

The estimated length of time from the 5 day pay-or-quit notice to actual forced eviction of the tenant is about 30 days without a hearing. An extra 2-4 weeks are required with a hearing.

**Charges for late rent:** Fredericksburg and Stafford General District Court judges have ruled that late charges greater than 5% of the monthly rent are excessive and illegal under state usury and consumer protection laws; but not all local judges have accepted these rulings.

**Rent Check Drawn on Insufficient Funds:** If a landlord receives, as a rent payment, a check or electronic funds transfer taken from an account without enough money to cover the value of the check or electronic transfer, OR if a stop-payment order has been placed in bad-faith by the tenant, written notice may be given to the tenant requiring payment within 5 days by cash, cashier’s check, certified check, or completed electronic funds transfer. If such payment is not received, the landlord may take action to evict the tenant just like he can when a tenant fails to pay rent. A landlord may also charge a bad check fee not to exceed \$50.00.

## 2. MAINTAINING A CLEAN AND SAFE DWELLING

**A tenant has the obligation to maintain a clean and safe dwelling.** Tenants must:

- 1) Conduct themselves and require their visitors to conduct themselves in a manner that doesn’t violate the peace and enjoyment of the neighbors;
- 2) Not deliberately destroy or damage any part of the dwelling;
- 3) Abide by all reasonable and lawful rules and regulations of the lease;
- 4) Use all utilities, facilities, and appliances in a reasonable manner;
- 5) Keep all fixtures as clean as their conditions permit;
- 6) Regularly remove all garbage and waste and dispose of it in appropriate facilities;

- 7) Keep their house or apartment in a clean and safe condition;
- 8) Comply with all applicable housing and fire codes;
- 9) Not remove or tamper with a working smoke detector or carbon monoxide detector installed by the landlord so as to make it not work (including removing working batteries) and maintain all smoke detectors;
- 10) Keep their house or apartment free from insects and pests and promptly notify the landlord of any insects or pests; and
- 11) Refrain from painting, disturbing paint, or making alterations to dwellings containing landlord-disclosed lead-based paint without prior written consent from the landlord if the rental agreement requires such consent.

**A local law enforcement officer may issue a summons or a ticket for violations of the Uniform Statewide Building Code to the lessor (tenant) or sublessor (another tenant occupying the dwelling in place of the original tenant for a period of the lease) so long as a copy of the notice is served on the owner of the building/property as well.**

**What can a landlord do if a tenant violates any of the above obligations?**

A landlord must notify a tenant in writing of a violation. If the tenant violates one of the above obligations, the tenant no longer has the right to repair, replace or clean a damaged item in the dwelling. Once the landlord notifies the tenant in writing of a violation the landlord may enter the dwelling and have the work done (or hire someone else to perform the work) and bill the tenant. The bill will be due when the rent is due next.

## **B. LANDLORD'S RESPONSIBILITIES**

**A landlord must make all repairs and do whatever is necessary to maintain a dwelling in fit and habitable condition.** The landlord must:

- 1) Supply running water and reasonable amounts of hot water at all times, air conditioning (where installed) and reasonable heat in season.
- 2) Maintain in good and safe working order all electrical, heating, plumbing, sanitation, ventilation, air conditioning, and other facilities (including those required by any state or local housing or health code) and appliances supplied, or required to be supplied, by the landlord.
- 3) Keep all common areas clean and in structurally safe condition and provide and maintain appropriate waste receptacles in common areas shared by two or more dwelling units.
- 4) Provide and maintain in common areas appropriate receptacles for collection, storage, and removal of ashes, garbage, rubbish, and other waste within the expected range when two or more dwelling units dispose of trash there.
- 5) Maintain premises to prevent the accumulation of moisture and the growth of mold.
- 6) Comply with requirements of applicable building, housing, health, and fire codes. (Landlords must also comply with local zoning ordinances limiting the number of occupants in a dwelling unit.)

A landlord may be liable for the tenant's actual damages caused by the landlord's failure to perform these responsibilities.

**NOTE: Until July 1, 2001, these obligations did not apply to single family residences unless the landlord rented more than 10 such residences in rural areas or more than 4 in urban areas. All landlords are now covered. However, in some instances the responsibilities of landlords and the rights of tenants may still be somewhat less where rural landlords rent 10 or fewer residences and where urban landlords rent 4 or fewer residences. An attorney should be consulted in such cases.**

**NOTE: A tenant who is a victim of domestic violence and who has obtained a protective order excluding a co-tenant or other authorized occupant from the premises may request the landlord to install a new lock at the landlord's expense.**

**NOTE: A tenant may make a written request to his or her landlord to produce a record of all charges and payments over the course of the entire tenancy or a 12-month period (whichever happens to be shorter) and this report must be given within 10 business days of receiving such request.**

**NOTE: A tenant must present written authorization from the landlord in order to have water and sewer service placed in his name by the locality (unless the locality adopts a resolution not requiring the authorization). A tenant may also be required by the local water and sewer authority to pay a security deposit equal to 3 to 5 months of water and sewer charges. This deposit may be waived where the tenant presents documentation showing that he receives need-based rental assistance.**

### **What can a tenant do if the landlord violates the above obligations?**

A tenant must notify a landlord in writing of any violation. A landlord's failure to take action **within 30 days** is considered an unreasonable delay. (Emergencies such as lack of heat or water justify more immediate action.) The tenant may also choose to file a complaint with the local building department or housing inspector and request an on-site inspection to determine whether code violations exist. Local building departments must enforce the Uniform Statewide Building Maintenance Code if a violation of the Unsafe Buildings Section does exist. This includes the counties of Caroline, King George, Spotsylvania, Stafford, and the City of Fredericksburg.

After 30 days (or sooner in the case of an emergency) a tenant may take the following actions:

#### **1. Rent Escrow (Tenant Assertion)**

If a tenant wishes to continue living in the dwelling (with violations corrected), the next rent payment may be placed into a *rent escrow* account in the General District Court within 5 days of the rent due date. (A tenant may not simply stop paying rent and may not make repairs and then deduct the cost of the repairs from the rent on his own.) A rent escrow account is set up by the court to hold the tenant's rent payments until the dispute between the tenant and landlord is settled. Once an account is established, a court hearing may be held. At the hearing the court determines the validity of the tenant's claim and decides what to do with the funds.

**2. Tenant's Assertion and Complaint** – Where the tenant claims adverse conditions are present such as fire hazards, serious threats to life, health or safety of the occupants such as lack of running water or proper utilities, or an infestation of rodents, the tenant may pay their rent in an escrow account. The tenant proceeds by stating their assertion in a general district court where the property is located by declaring all relevant facts and asking for one or more forms of relief such as termination of the rental agreement or utilizing payment to apply towards fixing the issue(s).

- Prior to granting any relief the tenant must prove that the landlord was notified by written notice about the conditions OR was notified of the conditions by a violation or condemnation notice from an appropriate state or municipal agency AND the landlord still refuses to remedy the problem(s). The period of time deemed unreasonable for the landlord to delay remedying the problem(s) is left to the judgment of the court, but anything beyond 30 days is generally unacceptable. All escrowed funds will be returned to the tenant if the conditions have not been remedied within 6 months and if the landlord has not made reasonable attempts to remedy.
- The court will schedule a hearing within 15 days of service of process upon the landlord notifying him of the conditions present along with the rent being paid to an escrow account until further notice. The court will schedule a hearing earlier in cases of emergencies such as lack of heat in winter conditions.

**3. Injunction**

For serious violations affecting health or safety, the tenant may seek an emergency order (injunction) from the circuit court. Such an order will require the assistance of a lawyer and may order a landlord to correct violations in the Uniform Statewide Building Code or a local building, housing, health, or fire code.

**4. Termination of Lease**

If a tenant wishes to terminate a rental agreement for a serious violation and/or continuous violation, he/she must send the landlord a written notice stating that the lease will terminate in 30 days if the violations are not corrected within 21 days, unless the rental agreement provides for a different notice period.

A tenant may use the rent escrow process even if he has received prior late payment notices, and it may serve as a defense to a landlord suit that is based upon nonpayment of rent.

**NOTE: The landlord and the tenant may agree in writing to early termination of a rental agreement.**

**NOTE: Before July 1, 2011** a tenant residing in a single-family residence could not use the rent escrow procedure if he rented from a rural landlord having no more than 10 such residences or from an urban landlord having no more than 4 such residences; instead, he had to keep paying

the rent and sue to get back part of the rent by “set off.” **Effective July 1, 2011, however, all Virginia tenants can use the rent escrow procedures described above.**

**NOTE: A landlord shall provide a tenant with a written receipt, upon request of the tenant, whenever the tenant pays rent in the form of cash or a money order.**

**NOTE: Virginia’s landlord-tenant Acts do not apply to persons living in transient lodging (such as motels) as their primary residence for less than 90 consecutive days.**

### **C. RIGHT OF ACCESS BY THE LANDLORD**

The right of access by a landlord is restricted. The landlord must give the tenant reasonable notice (generally at least 24 hours) and enter the dwelling at reasonable times. The landlord may enter without the tenant’s consent in case of emergency or to perform maintenance work that was requested by the tenant.

**Refusal by tenant to allow access:** A tenant must also be reasonable and must consent to the landlord’s request to inspect the premises and make necessary repairs.

**Abuse of access by landlord:** A landlord may not abuse the right to access or use it to harass a tenant.

### **D. TEMPORARY RELOCATION OF THE TENANT FOR NON-EMERGENCY REPAIRS**

A landlord in his discretion can decide to relocate a tenant for up to 30 days in order to perform non-emergency repairs on a unit. The landlord must give at least 30 days’ notice before any such relocation, and the relocation must come at no cost to the tenant.

The tenant is responsible for paying the existing rent for the relocation period. A tenant who fails to cooperate with a landlord’s request for relocation has violated the rental agreement unless the tenant agrees to terminate the rental agreement during the 30-day notice period.

**NOTE: Landlords are NOT responsible for paying for mold removal and tenant temporary housing IF the mold is caused by the tenant’s failure to maintain the dwelling. Also, a tenant cannot terminate the lease if the landlord has remedied the mold in accordance with professional standards.**

**NOTE: If fire or casualty damage or destroy the unit so as to substantially impair a tenant’s enjoyment of the dwelling unit or so as to require the tenant to vacate to accomplish the required repairs, the tenant may terminate the lease by vacating and giving notice within 14 days after leaving. The landlord may terminate the lease after a 30-day notice to the tenant expires. The landlord must return all security deposits and prepaid rent unless he reasonably believes the tenant caused the damage or casualty.**

### **E. CHANGES IN RENTAL AGREEMENTS**

What changes are allowed after the lease has been signed?

Minor changes: such as adding new parking rules are allowed.

Substantial changes: such as increasing the security deposit or adding new restrictions on subleasing are not allowed before a lease expires unless the tenant agrees to them in writing.

Changes in ownership: If the dwelling is sold, except in the case of foreclosure, the new owner is bound to honor any rental agreement in place when the dwelling was sold.

#### **F. RELEASE OF TENANT RECORDS**

A landlord or managing authority may release to a third party certain limited information about a tenant. This information includes a tenant's rent payment record, a copy of a material noncompliance notice that has not been remedied, or a copy of a termination notice where the tenant did not remain on the premises thereafter. A landlord may also release tenant information to a third party when the tenant has given prior written consent, when the information is a matter of public record, when the information is requested by a law-enforcement official in the performance of his duties, when the information is requested via subpoena in a civil case, or when the information is provided in case of an emergency.

A tenant may designate a third party to receive copies of written notices from the landlord relating to the tenancy. If a tenant designates a third party, the landlord must mail the third party a copy of any summons or notice at the same time the summons or notice is mailed to or served upon the tenant.

### **IV. ENDING THE RENTAL AGREEMENT AND MOVING OUT**

A tenant or landlord cannot break a rental agreement before its scheduled expiration date (except for military personnel and members of the National Guard under certain circumstances). All rental agreements must be terminated in accordance with their terms and conditions and the provisions of the law. **Many tenants are unaware of the need to provide advance written notice of their intent to vacate.** Failure to do so may result in fees being withheld from a security deposit.

#### **A. TERMINATING LEASES AND ORAL AGREEMENTS**

**Automatic renewal clauses:** Many leases are automatically renewed unless written notice of termination is given by either party. If no notice is given, the lease is automatically renewed under the same terms specified in the renewal clause. For example, many one year leases convert to month-to-month leases at the end of the 1 year term. **Many tenants are unaware of the need to provide advance written notice of their intent to vacate. Usually tenants must give at least a month's written notice of their intent to vacate.**

If the landlord proposes any changes to a lease (such as rent increase), written notification must be given before the lease expires. Unless the tenant agrees to the change in writing, that written notice will serve as a notice to vacate the premises.

If the tenant remains in possession of the dwelling with the agreement of the landlord AND if no new rental agreement is entered into, the terms of the original agreement remain in effect and

govern the new month-to-month tenancy. There is an exception: the rent must be either the original rent or a new rent that was established in the landlord's 30-day notice to the tenant that his or her lease was about to expire.

**Termination of oral agreements:** Written notification to terminate a rental agreement is required even when there is no written lease. Usually this notification must be given 30 days before the last rent is due.

**Subsidized housing:** It is important to verify requirements with your resident manager or Section 8 housing administrator when you occupy subsidized housing. Failure to follow correct procedures can result in your rental subsidy being revoked.

**Mobile homes:** Park owners must offer year-round residents at least one-year leases that shall automatically renew for at least one more year, unless the park owner gives a 60-day notice prior to the expiration of the first one-year lease. If the park owner and the mobile home seller have common family members or business interests, the lease shall be renewed except for good cause reasons that would otherwise justify eviction. A 180-day notice is required to terminate a rental agreement based upon rehabilitation or a change in use of a mobile home park.

**NOTE:** A tenant who owns his mobile home and who has been evicted from a mobile home park shall have 90 days after a judgment has been entered to sell or remove his home from the park. However, the tenant must pay all rent due up until judgment and rent as it comes due during the 90-day post-judgment period.

## **B. RETURN OF THE SECURITY DEPOSIT**

**Inspection of the dwelling:** A landlord is required to make an inspection of the dwelling unit after it is vacated in order to determine the amount of the security deposit to be returned to the tenant. The law gives the tenant the right to be present at the time this inspection takes place. The tenant must make a written request to the landlord, who must notify the tenant of the time and date of the inspection. Inspection by the landlord must be made within 72 hours of termination of the rental agreement. The landlord must give the tenant an itemized list of all damages existing at the time of inspection. It is important for both parties to be present at the inspection so that any disagreements regarding damages may be resolved. The checklist from the final inspection should be compared to the one completed at the time the dwelling was first occupied in order to determine the amount of damages for which the tenant may be liable.

**Deposit withholdings:** During the tenancy the tenant must be given written notification of any deductions which will be made from a security deposit. The deductions must be itemized and sent to a tenant within 30 days of the deduction unless the deductions occur less than 30 days prior to the termination of the rental agreement.

A landlord may withhold money from a security deposit for the collection of unpaid rent (including late fees) and damages caused by a tenant beyond reasonable wear and tear. A dwelling must be left clean and free of all items belonging to the tenant. Any cleaning costs that are made necessary by the conditions the tenant left behind may be deducted from the security deposit.



**“Wear and Tear”:** What constitutes “wear and tear” is a common cause for disagreement between landlords and tenants. Generally, wear and tear is defined as unavoidable deterioration of the dwelling and its fixtures, which results from normal use. For example, deterioration of carpeting resulting from normal traffic through a dwelling is wear and tear, but cigarette burns in the carpet are avoidable and constitute damages.

**Return of the deposit:** A landlord has up to 45 days after a dwelling is vacated to return a security deposit and earned interest. An itemized list of withholdings must accompany the amount returned. Whoever owns or holds the rental property at the end of the lease must meet this obligation. If the deposit is not returned within 45 days, or if unreasonable withholdings are made, a tenant may seek relief through a lawsuit (warrant in debt) filed in the General District Court.

**NOTE: EFFECTIVE July 1, 2014:** The landlord may charge a fee for returning the security deposit prior to the 45-day deadline if the lease provides for the fee and the tenant gives written notice requesting the expedited processing.

**NOTE:** If there is more than one tenant on the rental agreement, return of the security deposit will be made by one check, payable to all tenants, unless otherwise agreed upon in writing by all tenants. The check will be sent to the forwarding address provided by one of the tenants. If no forwarding address is provided within a year of ending the tenancy by any of the tenants, the landlord should deposit the security deposit into the Virginia Housing Trust Fund.

### **C. THE EVICTION PROCESS**

The law gives the landlord the right to repossess a dwelling following a serious violation of the rental agreement by the tenant. The eviction process may vary slightly in different localities; however there are three basic steps:

- 1) A violation of terms and conditions of the rental agreement occurs, such as nonpayment of rent, disturbing other tenants, physical destruction of the premises, etc.
- 2) A written notice is mailed to the tenant, or hand delivered by the landlord or his agent, specifying the act(s) and omission(s) constituting the violation, and stating that the rental agreement will terminate as provided in the notice.
  - a. **Correctable violations:** If the violation is correctable by repairs, payment of damages, or other actions and the tenant adequately corrects the violations prior to the date specified in the notice, the rental agreement will not terminate. The correction period is usually 21 days. The rental agreement usually terminates within 30 days of the notice date if the violations are not corrected within 21 days.
  - b. **Non-correctable violations:** If the violation is not correctable or has occurred before, the landlord may terminate the rental agreement with a straight 30 day notice. Eviction notices can be reduced from 30 to 15 days for tenants who have committed a

criminal or willful act which is not remediable and which poses a threat to the health or safety of other tenants (e.g., illegal drug activity).

- c. **Delinquent rent:** If the notice is for unpaid rent, and the tenant fails to pay rent within 5 days after receiving notice, then the landlord may terminate the rental agreement and seek possession of the dwelling unit.

**NOTE: Even if the landlord does not file a lawsuit for unpaid rent, he is still able to recover rent that is due or owing, late charges and fees provided for in the rental agreement, and any reasonable attorney's fees and court costs.**

3) The landlord seeks to obtain **possession** of the dwelling by filing a request with the clerk of the General District Court to issue a “summons for unlawful detainer” on the tenant advising him when to appear in court. If the court finds on the return date or trial date that the tenant has no legal right to the dwelling, the tenant is ordered to vacate the unit by a specific date (usually within 10 days) or face forcible eviction by the sheriff. The tenant has 10 days to appeal to Circuit Court and post an approved bond. Otherwise, on the eleventh (11th) day the local sheriff can serve a writ of possession to forcibly evict the tenant and his/her belongings. If the tenant does not voluntarily move within 72 hours of service, the sheriff can return to forcibly evict the tenant and his property.

NOTE: The landlord may choose to continue his **monetary claims** for up to 90 days in order to establish the final rent and damages due.

NOTE: The court may order, at the request of the landlord, that the tenant pay rent due (and future rent as it becomes due) into escrow in order to continue the case or set the matter off for trial. However, the court shall not order rent payments into escrow if the tenant asserts a good faith defense.

NOTE: The \$15,000 limit on monetary claims brought pursuant to unlawful detainer actions in General District Court is eliminated and the limit on all other claims is increased to \$25,000.

NOTE: Landlords may submit into evidence at a hearing in an unlawful detainer action a photocopy of the lease or related documents (in lieu of the original copy) if the landlord provides an affidavit/sworn testimony that the document is true and accurate.

NOTE: A landlord cannot take the rental property back by diminishing services/utilities or restricting access to the unit **UNLESS** the refusal complies with **BOTH** an unlawful detainer action from a court **AND** the execution of a writ of possession. Any rental agreement that states otherwise is unenforceable by law even if the landlord only owns a single rental property.

## **RENTING A MOTEL ROOM**

**NOTE: A person occupying a hotel, motel, extended stay facility, vacation residential facility, boardinghouse, or similar lodging as his or her primary residence for fewer than 90 consecutive days can be evicted by the owner of the establishment without following the procedure detailed above. The owner of the transient lodging must provide five-day written**

notice of nonpayment to a person living there. When the five day notice has expired and the lodger has not paid in full, the owner may evict the lodger by changing the locks, shutting off utilities, or removing belongings (known as “self-help” eviction.)

However, if the person occupying the hotel or other lodging resides there as his or her primary residence for more than 90 consecutive days or is subject to a written lease for more than 90 days, that lodging will be treated as a dwelling unit subject to landlord-tenant law, including the prohibition against self-help eviction. After 90 consecutive days of residence, the owner of the lodging place must follow the eviction procedures detailed in the Eviction section of this guide.

**Tenant Liabilities:** Moving out within 5 days of receiving a notice of delinquent rent does not automatically release the tenant from his obligations. A judgment may be entered against the tenant, requiring payment of rent until the rental agreement expires or until a new tenant enters, whichever comes first. In some cases, the tenant’s wages may be garnished to ensure payment. In some cases, a tenant may also be liable for the landlord’s attorney’s fees.

**Limitations to Landlord Actions:** The law prohibits the landlord from removing or excluding the tenant from the premises, or denying essential services such as utilities, until the Court orders an eviction and the sheriff enforces it.

**NOTE:** Any provision in any lease agreement allowing a landlord to take possession through terminating necessary utilities or lock-out is unenforceable.

**NOTE:** A tenant can bring an action in General District Court against a landlord who uses unlawful tactics to evict the tenant.

**Waiver of Landlord’s Rights:** Unless the landlord accepts the rent with reservation and gives the tenant written notice of such acceptance within 5 business days, a landlord accepting full or partial payment of rent with knowledge of material noncompliance with the rental agreement waives or gives up the right to terminate the rental agreement. If a landlord has given the tenant written notice that rental payments are accepted with reservation, the landlord may accept full payment and still be entitled to receive an order for possession terminating the rental agreement. An important exception to the rule arises if the tenant’s violation involves or constitutes a criminal or willful act that is not remediable and poses a threat to health or safety. In that case, the landlord may immediately terminate the agreement and seek possession of the premises.

**NOTE:** If a landlord enters into a new written agreement with the tenant prior to eviction, an order of possession obtained before the new rental agreement is not enforceable.

**Redemption of Tenancy:** The law gives the landlord the right to terminate a rental agreement and repossess a dwelling unit following a serious violation of the rental agreement by the tenant. However, in the case of nonpayment of rent, if a tenant pays all rent and arrears, along with any reasonable attorney fees and late charges and other charges and fees as contracted for in the lease and any court costs, all proceedings for eviction or unlawful detainer will cease even if the landlord says rent was accepted “with reservation.” The court decides any dispute between the parties regarding amount owed. This “right of

**redemption” of tenancy may be exercised by the tenant ONLY ONCE during any 12 month period.**

The tenant may (1) **pay** by the return date or (2) present to the court a **redemption tender for payment** by the return date. “Redemption tender” means a written commitment to pay by a local government or non-profit entity within 10 days of the return date. If the tenant presents a redemption tender, the court must continue the unlawful detainer for 10 days. If the landlord fails to receive full payment within 10 days, the court will, without further evidence, grant judgment for all amounts due and for immediate possession of the premises.

**Special Protection for Victims of Domestic Violence:** An act of violence that occurs in a dwelling unit or on the premises may qualify as material noncompliance with the rental agreement that could justify eviction. However, a tenant who is a victim of family abuse may be protected from eviction (1) if she notifies the landlord of the abuse and the landlord then bars the perpetrator from the dwelling unit, *or* (2) if she obtains a protective order against the perpetrator.

**To qualify for protection, a tenant who is a victim of domestic violence must:**

- 1) within 21 days of the alleged offense, provide written documentation to the landlord that corroborates her status as a victim of family abuse and shows that the perpetrator has been excluded from the dwelling unit; AND
- 2) notify the landlord within 24 hours if the perpetrator, in violation of a bar notice, returns to the dwelling unit or premises. If the tenant can prove that she did not know that the perpetrator violated the bar notice, or that it was not possible for her to notify the landlord within 24 hours, then the tenant must notify the landlord within 7 days of the perpetrator’s return.

If these conditions are not met, a tenant who is a victim of domestic violence may remain responsible for the acts of other co-tenants, occupants, or guests, including the perpetrator, and may be subject to termination of the rental agreement pursuant to the lease.

Victims of family abuse, sexual abuse, and criminal sexual assault are also specially protected. These victims are allowed early termination of their rental agreements so long as they follow these steps:

The victim must EITHER:

- 1) Obtain an order of protection AND
- 2) Give written notice of termination to the landlord within the period of the protective order or the period of an extension of the protective order.
  - a. The notice of termination must include a date for the termination of the lease.
  - b. The date of termination must be at least 30 days after the date the next rent payment is due.
  - c. The order of protection or the conviction order AND the written notice of termination must be provided to the landlord at the same time.

OR:

- 1) Obtain a court order convicting a perpetrator of any crime of sexual assault, sexual abuse,

- or family abuse against the victim AND
- 2) Give written notice of termination to the landlord (following 2a-2c above)

Rent will remain due at such time as agreed upon in the rental agreement up through the effective date of the termination.

The landlord may not charge the victim any fees or damages for ending the lease early in these situations.

Any co-tenants on the victim's lease remain responsible for the rent through the end of the original (not terminated) rental agreement. But, if the only remaining tenant is the perpetrator, the landlord may terminate the rental agreement and collect actual monetary damages for the early termination from the perpetrator.

#### **D. DISPOSAL OF ABANDONED PROPERTY**

Personal property left in the dwelling unit (or storage area) after the lease ends and the landlord regains possession can be considered abandoned at the time. The landlord may dispose of the property after 24 hours if the landlord has given the tenant proper prior written notice. A termination notice is one way, but not the only way, that the landlord may give such notice.

If a tenant who is sole occupant of a dwelling unit dies and there is no person authorized to handle probate matters for the deceased tenant, the landlord may dispose of personal property left on the premises or in the dwelling unit, provided he has given at least 10 days' written notice to the person identified in rental application as the person to be contacted in the event of the tenant's death.

**Effective July 1, 2014, the landlord may require that the contact person provide reasonable proof of identification, but once this identification is provided, the person will be able to have access to all of the tenant's personal property and records and may handle the tenant's affairs with the landlord.**

**Effective July 1, 2014: The lease is considered terminated on the date of the tenant's death. The landlord does not have to seek an order of possession for the property from the court. The estate of the tenant remains responsible for actual damage caused by the tenant, but the landlord must continue to mitigate these damages.**

#### **V. UTILITY TERMINATION**

Where utilities are not included in the rent and are a part of a contractual relationship between the tenant and the utility company, the Virginia State Corporation Commission (SCC) has published rules to limit the termination of service in certain circumstances:

1. **Cold Weather Terminations**: Each utility must have on file with the SCC a policy document known as a tariff. The tariff must address the utility's policy regarding cold weather terminations. These policies vary from utility to utility. Anyone faced with termination of service in cold weather season should inquire with the utility or the SCC regarding that utility's limitations on termination of service.

2. **Serious Medical Conditions**: There are now rules requiring certain public utilities to provide up to a 60 day delay of service termination for nonpayment for people with documented Serious Medical Conditions. The ONLY utilities included are investor-owned electric utilities, electric cooperatives and public utilities such as water service.
  - a. A Serious Medical Condition (SMC) is a physical or psychiatric condition that requires medical intervention to prevent further disability, loss of function or death.
  - b. A SMC is typically characterized by a need for ongoing medical supervision or the consultation of a physician.
  - c. In order to document a SMC, the treating physician must complete the SMC form and file it with the SCC (usually annually).

# **RENT ASSISTANCE PROGRAMS**

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## **I. SUBSIDIZED HOUSING**

Based on their income, individuals and families may qualify for subsidized housing through the Section 8 and other rental assistance programs such as Section 202 (elderly and handicapped) and Section 515 (rural). Rent for this housing is generally based on 30% of the adjusted gross income of the family. The rental assistance is either tied to units in a multi-family housing complex (project-based assistance) or tied to vouchers that individuals use to shop for their own individual housing in the local housing market.

Subsidized housing is very limited in this area; therefore, waiting lists are quite long. Federal law requires, however, that priority be given to applicants who: (1) either work or live locally; or (2) who have a disability or share a household with a spouse or other adult who has a disability; or (3) who are homeless at the time of admission. Currently, there are no multi-family project-based Section 8 housing developments in Caroline or King George counties. Individuals, however, can use a “housing choice” Section 8 voucher in these two counties, as well as in Fredericksburg, Spotsylvania, and Stafford, if they find a landlord who is willing to accept the voucher. Spotsylvania and Caroline counties also have low-rent housing (Section 515) under USDA/Rural Development (formerly Farmers Home Administration).

Waiting time for qualified applicants to obtain multi-family project-based housing and vouchers can vary considerably based on factors such as: (1) whether applications are being accepted; (2) the frequency with which vacancies become available; (3) whether additional vouchers are awarded to local agencies administering the Section 8 program; and (4) whether applicants meet qualifications for preferences.

## **II. TAX CREDIT PROGRAMS**

Virginia’s low income housing tax credit law allows landlords renting units to low-income tenants who reside in a domestic violence or homeless shelter during the 12 months preceding the lease term, as well as elderly and disabled tenants, to qualify for tax credits of 50% of the rent reductions that are allowed to such tenants. Tax credits will generally not reduce rents as much as Section 8 and other rent subsidy programs.

**NOTE: The maximum amount of tax credits issued each fiscal year is \$250,000.**

# EMERGENCY HOUSING

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## **ACTS HOMELESS SHELTER**

17866 Main St.  
Dumfries, VA 22026  
Ph: 703-221-3188

18 bed homeless shelter that provides short-term emergency housing to families and single males. Additional services available include but are not limited to intensive case management, day care assistance if qualified, life skills classes (i.e., parenting, financial training/budgeting, motivational, job & interview skills, and housing counseling), and Children's Coordinator's services.

## **COLD WEATHER SHELTER**

750 Kings Highway  
Stafford, VA 22555  
Ph: 540-479-4116

Open between November 1 and March 31 (when temperature drops below 32 degrees Fahrenheit).

## **THE HAVEN**

Fredericksburg, VA  
Ph: 540-373-9372

Emergency Hotline: 540-373-9373  
Operated by Empowerhouse, this shelter is for victims of domestic violence (and children) who are in crisis. Maximum length of stay is 60 days.

## **ST. VINCENT DE PAUL**

120 Olde Greenwich Dr.  
Fredericksburg, VA 22408  
540-898-8065

Assists at St. Jude's Children's Hospital. Helps with rent/sec. deposit/all utilities, bus tickets, medications, car repair, insurance payments. Partners with food pantry.

## **ST. WILLIAM OF YORK**

3130 Jefferson Davis Hwy  
Stafford, VA 22554  
540-659-1102

Outreach program, food pantry, spiritual support for those in need

## **TRAVELERS REST BAPTIST CHURCH**

6823 Partlow Road  
Spotsylvania, VA 22551-2922  
540-582-9714

## **RAPPAHANNOCK UNITED WAY BARBARA C. TERRY EMERGENCY ASSISTANCE FUND**

3310 Shannon Park Drive  
Fredericksburg, VA 22408  
(540) 373-0041

Up to \$1000 dollars for rent assistance

## **THE HILDA M. BARG HOMELESS PREVENTION CENTER**

149888 U.S. 1  
Woodbridge, VA 22191  
Ph: 703-680-6403

Emergency shelter for families and individuals.

## **MICAH ECUMENICAL MINISTRIES**

1013 Princess Anne St.  
Fredericksburg, VA 22401  
Ph: 540-479-4116

Day center for homeless. Showers, food, and clothes available.

## **RESIDENTIAL RECOVERY PROGRAM**

1512 Princess Anne St.  
Fredericksburg, VA 22401  
Ph: 540-479-8300

Assists homeless who are recently out of hospital or mental institute, provides breakfast, lunch, and dinner, helps find employment and housing.



**THURMAN BRISBEN CENTER (TBC)**

471 Central Road

P.O. Box 1295

Fredericksburg, VA 22402

Ph: 540-899-2891, 540-899-9853

Shelter is open to both individuals and families from Planning District 16 who are

able to care for themselves. 80 beds. Length of stay: 30 days with possible extension up to 90 days. Dinner provided to non-residents.

## **TRANSITIONAL HOUSING**

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**HOPE HOUSE**

902 Lafayette Boulevard

Fredericksburg, VA 22401

Ph: 540-371-0831

Hope House is a temporary facility for homeless women and their children. The maximum length of stay is 2 years. Referral by a social agency is required.

# **SUBSIDIZED AND SECTION 8 HOUSING**

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*Individuals and families may qualify for subsidized housing based on income.*

*Rent is generally based on 30% of your adjusted income.*

## **CAROLINE MANOR 1 & 2**

150 Courthouse Lane (office mailing address)

Bowling Green, VA 22427

Ph: 804-633-9900

Subsidized. Section 8. Tax credit community. Rent 30% of income, or basic rent is Sec. 8. Caroline Manor 1: 2 Br, \$589; 3 Br, \$645. Caroline Manor 2: 2Br, \$607; 3Br, \$642. Resident pays all utilities except trash. Security deposit equal to 1 month's rent. Service animals only. Accessible unit available. Waiting List. Laundry room. S

## **COURTHOUSE GREEN APARTMENTS**

8132 Pool Drive

Spotsylvania, VA 22553

Ph: 540-582-9421

Accepts Section 8. Tax credit community. Minimum income requirement \$12,048/up. 1 Br, \$517/up; 2 Br, \$627/up. Security dep. 1 month's rent. Resident pays all utilities except water, sewer, and trash. No pets. App. Fee \$25/adult. Waiting list.

## **FOREST VILLAGE APARTMENTS**

1300 Forest Village

Fredericksburg, VA 22401

Ph: 540-371-2200

Toll free: 888-749-5916

Accepts Section 8. Tax credit varies. 1,2&3 Br. Call for rates. Security dep. Starts at \$200 up to 1 month's rent. Resident pays all utilities except water, trash, and sewer. Extensive waiting list.

## **GARRISON WOODS**

207 Garrison Woods Drive

Stafford, VA 22556

Ph: 540-659-6078

Section 8. Subsidized housing. 1,2,3,& 4 Br. Rent is 30% of residents' income. Resident pays all utilities except water, trash, and sewer. Some accessible units available. No pets. 2 - 4 year waiting list.

## **HAZEL HILL APARTMENTS**

100 Princess Anne Street #100

Fredericksburg, VA 22401

Ph: 540-373-1422

Section 8. Subsidized housing. Rent based on 30% of income. Resident pays all utilities except water, sewer, and trash. No Pets. Security dep. based on income. Waiting list. Resident services program, nurse on staff, community garden, after school/tutoring program

## **HERITAGE PARK APARTMENTS**

1003 Heritage Park

Fredericksburg, VA 22401

Ph: 540-371-9362

Section 8. Some subsidized units. Tax credit program. Minimum income requirement of \$21,500 per year. 2 Br, \$660; 3 Br, \$735. Resident pays all utilities except water, sewer, and trash. Security deposit 1 month's rent. Pets welcome with breed restrictions and \$300 deposit.

## **THE MEADOWS**

400 A Meadow Ave.

Colonial Beach, VA 22443

Ph: 804-224-4100

Subsidized housing. Tax credit. 202 PRAC. Head of household must be 62+. Maximum income requirements. 1 Br, rent is 30% of income. \$94 utility allowance. Security deposit is equal to 1 month's rent.

Accessible units available. Pets, with \$300 pet deposit. Wait list.

### **THE PINES**

8835 Crismond Lane  
Spotsylvania, VA 22551  
Ph: 540-582-2415

Maximum income requirements. Rent and security deposit, 1 Br, \$5363; 2 Br, \$643. Water, trash, and sewer included. No pets. Waiting list.

### **RIVERWOOD APARTMENTS**

368 Riverwood Drive  
Colonial Beach, VA 22443  
Ph: 804-224-0901

Section 8. Subsidized. 1, 2, and 3 Br. Rent and security deposit income based. Resident pays all utilities. 4 accessible units. Waiting list. No pets.

### **SKY TERRACE**

126 Onville Road (mailing address)  
Stafford, VA 22556  
Ph: 540-658-1700

Accepts Section 8. Tax credit community. Maximum income requirements. Minimum income: 2.5x monthly rent 2 Br, \$1,124+; 3 Br, \$1,209+; 4 Br, \$1,365+. Resident pays all utilities & \$12.62 per month trash pickup. Security deposit \$500 and up. Pets, with \$300-400 fee. \$35 app. fee/adult.

### **STAFFORD LAKES APARTMENTS**

35 Stonehaven Drive  
Fredericksburg, VA 22406  
Ph: 540-286-0950  
Tax credit. 2Br \$965+down(Min. Income Requirement: \$30,000), 3Br \$1090+down (MIR: \$35,000). Security deposit \$350+. Resident pays all utilities except water, trash, and sewer. Washer/Dryer included. Pets with \$300 nonrefundable deposit & \$25/month. App. fee \$32/adult.

### **STONEGATE**

20 Stonegate Place  
Stafford, VA 22554  
Ph: 540-659-4141  
Toll free: 866-665-4379

Accepts Section 8. Tax credit. Credit check required. Minimum income requirement \$34,170 per year. 2 Br, \$1,139; 3 Br, \$1,269. Security deposit \$250+. Washer/dryer included. Pets under 75 lbs with \$250 security deposit & \$20/month. 9 accessible units.

### **TIMBER RIDGE**

3500 Golden Field Lane  
Fredericksburg, VA 22408  
Ph: 540-710-6595

Toll Free: 866-531-5431  
Accepts Section 8. Tax credit. 2 Br, \$998+; 3 Br, \$1,190+. Security deposit, \$87.50+. Washer and dryer included. Pets welcome with \$300 deposit and \$25/month. Application fee \$35/adult.

# SENIOR HOUSING

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## **ALEXANDER HEIGHTS**

2704 Salem Church Rd.

Fredericksburg, VA 22407

Ph: 540-548-0010

Accepts Section 8. Age 55+. 1 Br, \$1,015+; 2 Br, \$1,255. Pets under 35lbs. with \$150 deposit, \$150 fee, and \$25/month.

Administrative fee \$300. Application \$40 per person.

## **ASBURY MANOR**

10235 Brittany Commons Blvd.

Spotsylvania, VA 22553

Ph: 540-710-1905

Subsidized. Age 62+. 1 Br. Rent is 30% of income. Resident pays all utilities. Pets under 20 lbs with \$300 deposit. Some accessible units. Waiting list.

## **BELLEVIEW APARTMENTS**

222 & 224 Belleview Avenue

Orange, VA 22960

Ph: 540-661-3300

55+ only. Accepts Sec. 8. 1 Br, \$625+; 2 Br, \$750+. Sec. dep. ½ month's rent. All utilities included. No pets. Accessible units available. Waiting list.

## **COURTHOUSE LANE APARTMENTS 1 & 2**

150 Courthouse Lane

Bowling Green, VA 22427

Ph: 804-633-9900

Subsidized. Tax credit. Call for current rent rates. Rent 30% of income. Resident pays all utilities except water and trash. Security deposit is equal to first month's rent. Pets allowed. Accessible apartments for elderly/disabled. \$11 app. fee. Waiting list. Laundry rooms.

## **ENGLISH OAKS**

11 Darlington Way

Fredericksburg, VA 22406

Ph: 540-372-7797

Age 55+. 1 Br, \$950+; 2 Br, \$1075+.

Resident pays all utilities except heat, water, sewer, and trash. Fred bus stop.

Maximum income requirements. Minimum income: 2x month's rent. Waiting list. \$30 application fee per adult. Security deposit from \$99-1 month's rent. Pets under 35lbs, \$150 nonrefundable deposit, \$15 per month per pet, max 2 pets.

## **ENOCH GEORGE MANOR**

10231 Brittany Commons

Spotsylvania, VA 22553

Ph: 540-710-9989

Fax: 540-710-0501

Tax credit. Age 55+. 1Br, \$760; 2Br, \$955

Minimum income requirements: 1 Br, \$22,000; 2 Br, \$27,000. Call for current prices. \$200+ security dep. Resident pays all utilities except water, sewer, and trash. Pets up to 35 lbs. w/\$200, shot records, and registration.

## **THE EVERGREENS AT SMITH RUN**

2700 Cowan Boulevard

Fredericksburg, VA 22401

Ph: 540-374-1544

Active adults 55+. 1 Br & 2 Br, call for rates. Security dep. \$100. Resident pays all utilities except water, sewer & trash. Pets under 25 lbs. with a \$300 pet fee & \$25/month. 2 accessible units available. FRED bus pickup and drop off. Application fee \$35 per adult. Swimming pool.

## **THE GARDENS OF STAFFORD**

2195 Mountain View Road

Stafford, VA 22556

Ph: 540-657-1002

Accepts section 8. Tax credit. 55+.

Maximum income requirement 1p,\$45,180;

2p, \$51,600. 1 Br, \$899+; 2 Br, \$1,090+. \$99 security deposit. Resident pays all utilities except water and trash. Pets under 35 lbs., \$150. Deposit & \$15/month. 8 Accessible units. \$30 application fee. **100% Smoke free.**

### **GERMANNA HEIGHTS**

35059 Germanna Heights Drive  
Locust Grove, VA 22508  
Ph: 540-423-1090

Accepts Section 8. Tax credit. Age 45+. 1 Br, \$630; 2 Br, \$740. One pet under 25lbs w/\$150 deposit. 2 accessible units, all wheelchair accessible. Many amenities. Wait list.

### **KINGS CREST**

11500 Kings Crest Court  
Fredericksburg, VA 22407  
Ph: 540-891-9278

Section 8. Tax credit. Age 55+. Maximum income requirement 1p, \$37,650; 2p, \$43,000. 1 Br, \$725; 2 Br, \$900. Security deposit. \$99+. Garage, \$65; carport, \$25. Resident pays all utilities except gas, water, trash, and sewer. Pets under 35 lbs. w/\$150 deposit. 5 accessible units. App. fee \$30/adult.

### **MADONNA HOUSE**

2600 Cowan Boulevard  
Fredericksburg, VA 22401  
Ph: 540-371-8212

Accept Section 8. Independent living. Ages 55+. Min/max income requirements. 1 Br, \$790+; 1 Br+balcony, 840; 2 Br, \$950. Security dep. \$200. Resident pays all utilities except gas, water, and trash. Pets under 20 lbs. with \$200 deposit. Some accessible units.

### **MCKENDREE MANOR**

101 McKendree Court

Fredericksburg, VA 22406

Ph: 540-373-1419

Subsidized. 62+, 2 units for under 62 with mobility impairment. 1 Br and efficiencies. Rent is 30% of income. \$58-66 utility allowance incl. Pets under 20lb with refundable \$300 deposit. Waiting list.

### **MEADOWS AT SALEM RUN**

5711 Castlebridge Road  
Fredericksburg, VA 22407  
Ph: 540-786-1733

Accepts Section 8. Tax credit. Maximum income requirements. Minimum monthly income is 2x 1 month's rent. 1 Br, \$700+; 2 Br, \$900. \$99+ security dep. Resident pays electric, phone, and cable. Pets under 35 lbs. welcome with \$150 deposit. Some accessible units available. \$30 application fee per adult.

### **MILL PARK TERRACE**

2216 Caroline Street  
Fredericksburg, VA 22401  
Ph: 540-371-4430

Section 8. Tax Credit. 62+ or 18+ with handicap or disability. Subsidized. 1Br. Rent and security deposit based on 30% of income. Resident pays all utilities except water, trash, and sewer. 1 pet under 25 lbs. 11 wheelchair accessible units. Waiting list.

### **THE OAKS**

3900 Sound View Circle  
Triangle, VA 22172  
Ph: 703-221-6257

Accepts Section 8. Tax credit community. At least one person must be 55+. Maximum income requirements. Minimum income, \$18,000. 1 Br, \$738-825; 2 Br, \$877-950. \$300+ security dep. Water, sewer, trash included. Pets with 25lb limit \$300 fee. Accessible units. \$30 app. fee per adult.

# GENERAL RENTAL UNITS

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## **APARTMENTS BY GLENNEL**

11470 Woodside Drive  
King George, VA 22485  
Ph: 540-775-2889  
2 Br 1bath only, \$825. Water and trash included. Pets welcome basis. Security deposit and income requirements depend on credit.

## **ARBOR GROVE**

### **Apartments and Townhomes**

100 Timber Lake Street  
Stafford, VA 22554  
Ph: 540-659-4287  
Section 8. Tax credit. Min/max income requirements. Call for current rates. Security dep up to 1<sup>st</sup> month's rent. Residents pay all utilities except water, trash, and sewer. Pets, \$250 dep. \$25/mo. \$32 application fee/person.

## **AQUIA TERRACE**

190 White Pine Circle  
Stafford, VA 22554  
Ph: 540-288-9800  
Min. income is 3x rent. 1 Br, \$1,160+; 2 Br, \$1,265; 3 Br, \$1,480. Security dep. \$250. Resident pays all utilities except trash. Pets, with breed restrictions on dogs & \$250 deposit, \$300 non-refundable fee, and \$30/month per appt. 6 accessible units. Application fee \$32. Administrative fee \$200.

## **BAYVUE**

1293 Bayside Ave.  
Woodbridge, VA 22191  
Ph: 703-491-5032  
Efficiency, \$935+; 1 Br, \$1,035; 2 Br, \$1,265+; 3 Br, \$1,435. Security deposit of \$200 or ½ month's rent. Resident pays all utilities except gas, water, and trash. Pets up to 75lbs. with \$25, dogs \$35-95/month. \$30 app. fee. Swimming pool, children's play area, grilling area.

## **BELLS RUN TOWN HOMES**

500 Belladonna Lane  
Stafford, VA 22554  
Ph: 540-657-5483  
3Br \$1,460+, 4Br \$1,490+, 3Br/3.5bath \$1950. 2 accessible units.  
Security deposit \$500. Resident pays all utilities except trash. Pets welcome, with \$350 pet deposit, & \$25/month animal rent. Application fee \$35.

## **BREEZEWOOD APARTMENTS**

10502 Rising Ridge Road  
Fredericksburg, VA 22407  
Ph: 540-736-7091  
1 Br, \$855/up; 2 Br, \$1,035/up. Security dep. \$350/up. Resident pays all utilities except water, trash, and sewer. Pets welcome, breed restrictions for dogs w/\$400 fee, \$100 deposit, and \$20/mo. All charges per pet. Accessible units available. \$40/ adult app. fee.

## **BRITTANY COMMONS APARTMENTS**

10122 Kensal Way  
Spotsylvania, VA 22553  
Ph: 540-891-2990  
Section 8. Minimum income 3x monthly rent. 1 Br, \$1,000-1,025 /up; 2 Br, \$1,145/up; 3 Br, \$1,335/up. Security dep. based on credit. Trash included. 3, 6, 9, and 12 month leases available with rent premium. Pets under 95 lbs. with \$25/month animal rent & \$200-300 fee. Breed restrictions on dogs. 2 pets max. Some accessible units. Application fee \$40 per person.

## **CAMDEN HILLS**

136 Wellington Lakes  
Fredericksburg, VA 22401  
Ph: 540-371-2660

Accepts Section 8. 1 Br, \$820+; 2 Br \$920+; 3Br 1020. Security dep. \$300/up. Resident pays all utilities except gas and trash. Pets, with \$300 fee & \$25/mo. Breed restrictions apply. \$40. application fee.

#### **CLARKE APARTMENTS**

715 William Street

Fredericksburg, VA 22401

Ph: 540-373-3952 (ask Charles Caple about the Clarke Apartments)

Credit check. 1 and 2 Br. Call for rental rates. Security deposit is 1 month's rent. Resident pays all utilities except water, trash, sewer, and heat. No pets. No smoking.

#### **COLONIAL HEIGHTS APARTMENTS (CVHC)**

200 Charles Street

Fredericksburg, VA 22401

Ph: CVHC office 540-604-9943 (ext. 215)

2 Br: \$850/up. No pets. Deposit, 1 month's rent. Application fee \$20.

#### **COLONIAL VILLAGE AT GREENBRIER APARTMENTS**

1 Greenbrier Drive

Fredericksburg, VA 22401

Ph: 540-373-2319

1 Br, \$795-\$1,080; 2 Br, \$990-\$1,200; 3 Br, \$1,250-\$1,520. Call in for rental rates, subject to daily change. Basic extended cable provided. Renter pays all other utilities. Pets, with \$300 fee for 1<sup>st</sup> pet, \$400 if over 50lb; \$100 fee for 2<sup>nd</sup>, \$25/pet/month, max. 2 pets. Some accessible units available. Security deposit starts at \$150-1month's rent. Application fee of \$50. \$150 processing fee per appt. Criminal background check.

#### **THE COMMONS AT COWAN BLVD**

2352 Cowan Blvd.

Fredericksburg, VA 22401

Ph: 540-371-6655

Accepts Section 8. Min. income requirement 2x rent. 1 Br, \$800+; 2 Br, \$899+; 3 Br,

\$1,129+. Security dep. \$300. Resident pays all utilities. Pets, restrictions on dogs; \$300 dep. & \$25/mo. App. fee \$40/ adult.

#### **COURTHOUSE GREEN APARTMENTS**

8132 Pool Drive

Spotsylvania, VA 22553

Ph: 540-582-9421

Accepts Section 8. Tax credit community. \$15,408 min. yearly income. Maximum income \$36,250 per year. 1 Br, \$517+; 2 Br, \$627+. Security dep. 1 month's rent. Resident pays all utilities except water, sewer, and trash. No pets. Application fee \$25 per adult. Waiting list.

#### **CRESCENT POINTE**

414 Malvern Hill Court

Stafford, VA 22554

Ph: 540-288-8700

Section 8. Tax credit community. Minimum income of \$30,000. 3 Br Townhomes, \$1,208+. Resident pays all utilities except trash. Security dep. \$400+, refundable. Pets under 70 lbs. with \$300 fee and \$25/month. Maximum of 2 pets, with breed restrictions. 2 accessible units. App. fee \$15.

#### **CRESTVIEW APARTMENTS**

100 Crestview Way

Fredericksburg, VA 22401

Ph: 540-368-1303

Accept Section 8. Tax credit. \$36,327 minimum annual income. 1 Br, \$999; 2 Br, \$1,029; 3 Br, \$1,259. Security dep. \$250/\$750 (based on credit approval). Pets under 75 lbs. with \$300 fee and \$25/pet/month. 4 accessible units available. Application fee \$9.

#### **DAHLGREN HARBOR APARTMENTS**

5392 Harbor Court

King George, VA 22485

Ph: 540-663-2617

Accepts Sec. 8. Minimum income requirement of \$23,000. 2 Br, \$745+.

Security dep. \$700/up; Resident pays all utilities except water, trash, and sewer. Pets welcome with \$250 fee, \$25 per month per pet, dog breed restrictions. Application fee \$25/ adult.

### **ENGLAND RUN NORTH**

18 Newcastle Place  
Fredericksburg, VA 22406  
Ph: 888-663-5202  
Accepts Sec. 8. Minimum income requirements \$25-27,000; maximum income requirements. 2BR, \$935+; 3BR, \$980+. Security deposit varies based on credit. Resident is responsible for all utilities except gas and trash. Pets allowed with breed restrictions on dogs. \$300 pet deposit, \$25 per month per pet. Application fee \$35 per adult

### **ENGLAND RUN TOWNHOMES**

2 Sondra Lane  
Stafford, VA 22406  
Ph: 540-371-7066  
Toll Free: 866-643-6623  
Accepts Section 8. Tax credit. Br, \$1,066+; 2Br,1039+; 3 Br, \$1,192+. Security dep. credit based. Resident pays all utilities except trash. Pets under 50 lbs w/ \$300 fee and \$25/month. Breed limitations on dogs. Waiting list. \$35 application fee per adult.

### **FALL HILL APARTMENTS**

100 Weston Lane  
Fredericksburg, VA 22401  
Ph: 540-371-5244  
Minimum income West Village, \$25,000; East Village 28,050. 6 month leases, additional \$40. 1 Br,\$795+; 2Br, \$895+; 3 Br \$975+. Security deposit \$99/up with approved credit. Resident pays all utilities except water, trash, and sewer. 6 mo. short-term leases available. No more than two pets. Only 1 dog. Pets must be under 35 lbs. w/\$300 fee & \$25/mo. Accessible units available. \$32 per adult.

### **FOREST VILLAGE APARTMENTS**

1300 Forest Village  
Fredericksburg, VA 22401  
Ph: 540-371-2200  
Toll free: 888-749-5916  
Accepts Section 8. Tax credit varies. 1Br \$777, 2Br \$877 3Br \$982. Call for rates. Security dep. From \$200 to 1 month's rent. Resident pays all utilities except water, trash, and sewer. Extensive waiting list. Application fee \$25 per adult.

### **GARRISON WOODS**

207 Garrison Woods Drive  
Stafford, VA 22556  
Ph: 540-659-6078  
Subsidized. 1, 2, 3, and 4 Br. Rent 30% of resident gross income. Resident pays all utilities except water, trash, and sewer. Some accessible units available. No pets. Security dep. varies based on income. Waiting list.

### **GREENS OF SALEM RUN**

5600 Salem Run Blvd  
Fredericksburg, VA 22407  
Ph: 540-785-5211  
Accepts Section 8. Tax credit. \$26,920+ minimum income requirement. 2 Br, \$1065; 3 Br, \$1,260; 4 Br, \$1,535. Call in for rates. Security deposit \$400. Resident pays all utilities except trash. Pets welcome with \$300 fee and \$25/month. 2 pet maximum. Some accessible units available. Application fee \$35.

### **HERITAGE PARK APARTMENTS**

1003 Heritage Park  
Fredericksburg, VA 22401  
Ph: 540-371-9362  
Partially subsidized. Accepts Section 8. Tax credit. 2 and 3 Br. Rent based on income. \$21,500 minimum income requirement. Resident pays all utilities except water, sewer, and trash. Security dep. 1 month's rent. 2 pets max with \$300 deposit.



**KENDALWOOD APARTMENTS**

214 Kings Mill Court  
Fredericksburg, VA 22401

Ph: 540-371-0606

Minimum income requirement 3x rent. 1 Br, \$850; 2 Br, \$985. Security dep is 1 month's rent. Resident pays all utilities except trash. Pets welcome with \$150 refundable deposit and \$150 nonrefundable fee per pet and \$25/month pet rent. Breed restrictions on dogs. 2 accessible units available. App. fee \$45.

**KILBURN CROSSING**

6601 Charmed Way  
Fredericksburg, VA 22407

Ph: 540-786-8660

Accepts Section 8. Minimum income requirement of 3 times monthly rent. 1 Br, \$1065+; 2 Br, \$1,280+; 3 Br, \$1,365+. 2-12 month leases available. Pets welcome, with breed restrictions on dogs, \$250 deposit, and a \$300 pet fee, nonrefundable. Accessible units. App. fee \$35.

**LAKEWOOD APARTMENTS**

100 Waterside Terrace  
Stafford, VA 22554

Ph: 540-720-0544

\$35,460 minimum income requirement. 1 Br, \$960+; 2 Br, \$1,295+. Security deposit, \$200+. Resident pays all utilities except water, trash, and sewer. Pets welcome under 35 lbs., restrictions apply, \$350 fee and \$35/month animal rent. Some accessible units. Application fee \$32 per adult

**LEE STREET TOWNHOMES**

150 Courthouse Lane  
Bowling Green, VA 22427

Ph: 804-633-9900

Subsidized. 2 Br, rent is 30% of income or basic \$684. Security deposit is equal to 1 month's rent. Resident pays all utilities. Washer/dryer combo included. Assistance animals welcome. \$11 app. fee. Waiting list.

**THE LOFT AT LITTLE CREEK**

3600 Quantico Terrace Drive  
Triangle, VA 22172

Ph. 703-221-4696

Accepts Section 8. 1 Br, \$750+; 2 Br, \$1,125+. Security deposit, \$750+. Resident pays all utilities except water, sewer, and trash. 5 handicapped accessible units available. \$35 app. fee/adult. Waiting List.

**LONGVIEW**

13723 Lynn St.  
Woodbridge, VA 22191

Ph: 703-494-1930

Efficiencies, \$825; 1 Br, \$825+; 3 Br town homes, \$1,460-1560+; 4 Br, \$1,510. Resident pays all utilities except heat, hot water, and gas; town homes include trash and sewer; resident pays electricity, cable, phone. Security dep. \$200-1 month's rent. Max of 2 pets under 75 lbs. \$40-60 per month per pet. Application fee \$30.

**MADISON AT FALLS RUN**

2500 Green Tree Road  
Fredericksburg, VA 22406

Ph: 540-371-5298

Minimum income requirement of 3.5x monthly rent. 1 Br, \$885; 2 Br, \$1000+. Call in for rates. \$500+ refundable security deposit or nonrefundable \$87.50 bond. Resident pays all utilities. 3 month short-term lease available. No more than 2 pets with \$300 fee for 1<sup>st</sup> pet and \$150 fee for 2<sup>nd</sup>. Pet fee of \$25/month; breed restrictions on dogs. Accessible unit available. Application fee \$30 per person.

**MANOR at ENGLAND RUN**

101 Knights Court  
Fredericksburg, VA 22406

Ph: 540-372-3793

Toll Free: 866-254-8720

Minimum income requirement of 3.5 x monthly rent. 1 Br, \$882+; 2 Br, \$1,175+; 3 Br, \$1,240. Call in daily. Security dep. \$175+. Resident pays all utilities except

trash. Pets, with breed restrictions on dogs, \$300-\$450 fee and \$25-\$50/month pet rent. 2 pets max. \$200 admin fee. Application fee \$25 per person.

### **THE MEADOWS**

400 A Meadow Ave.  
Colonial Beach, VA 22443  
Ph: 804-224-4100  
Subsidized housing. Tax credit. 202 PRAC. Head of household must be 62+. Maximum income requirements. 1 Br, rent is 30% of income. \$94 utility allowance. Security deposit is equal to 1 month's rent. Accessible units available. Pets, with \$300 pet deposit. Wait list.

### **MELROSE**

18194 Purvis Dr.  
Triangle, VA 22172  
Ph. 703-221-3111  
Accept Section 8. 1 Br, \$720+; 2 Br, \$790+; Duplex \$870+; 3 Br, \$900-950. Minimum income 3x monthly rent. \$400 security deposit. Resident pays all utilities except water & trash. Pets 100 lbs. or less with breed restrictions. Maximum of 2 pets allowed. \$250 pet fee and \$30/month/pet. App. fee \$35.

### **MONMOUTH WOODS**

17060 Cromwell Place  
King George, VA 22485  
Ph: 540-775-0209 or 540-663-0433  
Accept Section 8. Tax credit community. \$25,622 minimum annual income. 2 Br, \$840; 3 Br, \$935. Security deposit, ½ - 1 month's rent plus \$175, min \$250. Trash included. 2 pets max with total weight of 75 lbs welcome, \$300 deposit and \$15/month animal rent. 2 handicap accessible units. Application Fee \$32.

### **MONTICELLO SQUARE APARTMENTS**

2105 Cowan Blvd.  
Fredericksburg, VA 22401

Ph: 540-371-2880  
Application fee \$60. Credit and background checks required. 1 Br, \$860+; 2 Br, \$960+; 3 Br, \$1,250+. Security dep., \$500. Utilities included. 1 pet, with \$50 fee and \$10/month.

### **PARK RIDGE TOWNHOMES**

86 Park Cove Drive  
Stafford, VA 22554  
Ph: 540-288-8406  
Section 8. Tax Credit. Min. income requirement of 2.5x monthly rent. 3 Br, 2 story Town House, \$1,260. Security dep. \$500+. Resident pays all utilities. Pets w/\$300-400 fee and \$25/pet/month. \$35/adult application fee.

### **PINE FOREST ESTATES**

5225 Pine Forest Lane, Ste 109  
King George, VA 22485  
Ph: 540-663-3475  
Section 8. Subsidized; Tax Credit. Maximum income requirements. No application fee, but \$25 charge for credit, criminal background checks. 1 Br, \$465-\$688; 2 Br \$515-\$807. 2 wheelchair accessible units. Only service animals welcome. \$250 security deposit. Waiting list.

### **POINTE AT STAFFORD**

300 Park Ridge Court  
Stafford, VA 22406  
Ph: 540-659-9770  
1&2 Br units start at \$1360+ call for current rates. Security deposit, \$99. Resident pays all utilities except trash(\$10 fee). 2 to 12 month short-term leases available. Pets, with a \$450 fee and \$35/month, with breed restrictions on dogs. \$35/adult application fee.

### **QUANTICO COURT**

19050 Fuller Heights Road  
Triangle, VA 22172  
Ph. 703-221-4888

Accepts Section 8. Tax credit. \$25,380 minimum annual income, max income requirement based on size of household. 1 Br, \$705. \$300+ security deposit with good credit. Resident pays all utilities except water, sewer, and trash. No pets.

### **RESIDENCES AT BELMONT**

2520 Belmont Terrace  
Fredericksburg, VA 22401  
Ph: 540-371-7005

1 Br, \$945-1095+; 2 Br 1bath, \$1065-1200+; 2Br 2bath, 1,110-1,245. Security dep., \$250+ based on credit, not required if approved. Resident pays all utilities. Pets welcome with \$250 deposit, \$25 per pet per month for cats and \$350 deposit, \$35 per pet per month for dogs, pet rent, and dog breed restrictions. 2 pets max. 5 accessible units. \$40 app. fee. \$100 holding fee. \$150 admin. Fee.

### **RIVERSIDE MANOR**

101 Riverside Manor  
Fredericksburg, VA 22401  
Ph: 540-785-3620

Accept Section 8. Tax credit. Minimum income of 2 times the rent. 2 Br, \$970+; 3 Br, \$1,190+. Call in for rates daily. Security dep., \$300 or based on credit. Resident pays utilities. No more than 2 pets, with a \$300-400 fee depending on weight, and \$25/month animal rent. Application fee \$35.

### **RIVERWOOD APARTMENTS**

368 Riverwood Drive  
Colonial Beach, VA 22443  
Ph: 804-224-0901

Section 8. Subsidized. 1, 2, and 3 Br. Rent and security deposit income based. Resident pays all utilities. 4 accessible units. Waiting list.

### **RIVER WOODS APARTMENTS**

2000 Woodlyn Drive  
Fredericksburg, VA 22401  
Ph: 540-371-6770

1 Br, \$890+; 2 Br, \$1,010+. Minimum income \$27,450. Security deposit based on credit. Resident pays all utilities except water, trash, and sewer. 6 month lease available with premium. Pets with \$300 fee and \$20/mo., 2 pets max. \$32 app. fee/adult, \$50/married couple.

### **SALEM FIELDS**

7100 Alpha Court  
Fredericksburg, VA 22407  
Ph: 540-548-4500

Accepts Section 8. Tax credit. Min/max income requirements. \$35 application fee. 3 Br, \$1,279; 4 Br, \$1,350. Security dep. \$87.50+. Resident pays all utilities. Pets welcome with \$300+ fee, \$25 per pet per month, max 2 pets.

### **SALEM RUN APARTMENTS**

5715 Castlebridge Road  
Fredericksburg, VA 22406  
Ph: 540-785-7089

Sec. 8. Tax credit. \$25,512+ min. income-based rent. 2 Br, \$965+; 3 Br \$1,095. Security deposit \$500. Resident pays electric & water. Pets under 50 lbs. \$250 deposit, \$25/month, breed restrictions. \$100 resident fee. App. fee \$32/adult. Accessible units.

### **THE MARK AT SALEM STATION APARTMENTS**

11132-A Sunburst Lane  
Fredericksburg, VA 22407  
Ph: 540-898-1565

Minimum income requirement 3x monthly rent. 1 Br, \$900+; 2 Br, \$1,153+; 3 Br, \$1,383+. Security dep. \$0-1 month's rent. One-time \$125 amenities fee. Resident pays all utilities but trash, water. Pets with \$350 fee and \$25/ month. Breed restrictions on dogs. 3 accessible units. \$40/adult app. fee.

### **SHENANDOAH STATION**

19330 Belleau Wood Drive  
Triangle, VA 22172

Ph: 703-221-2412

Accepts Section 8. Tax credit. \$32,300+ min income requirement. Max income requirements. 1 Br, \$1,115+; 2 Br, \$1,300+. Security dep. 1/2-1 month's rent. All utilities included (including Fios). 2 accessible units available. Pets, with \$300+ fee, \$25/mo., breed restrictions. Max 2 pets.

### **SKY TERRACE**

126 Onville Road (mailing address)  
Stafford, VA 22556  
Ph: 540-658-1700

Accepts Section 8. Tax credit community. Max income requirements. Min income requirement 2x rent 2 Br, \$1,124+; 3 Br, \$1,209+; 4 Br, \$1,365+. Resident pays all utilities & \$12.62 per month trash pickup. Security deposit \$500 and up. Pets with \$300 fee+ \$25 per month per pet. \$35 app. fee/adult.

### **STAFFORD LAKES APARTMENTS**

35 Stonehaven Drive  
Fredericksburg, VA 22406  
Ph: 540-286-0950  
Tax credit. 2Br \$965+down (Min. Income Requirement: \$30,000), 3Br \$1,090+down(MIR: \$35,000). Security deposit \$350+. Resident pays all utilities but water, trash, sewer. Washer/Dryer included. Pets with \$300 nonrefundable deposit & \$25/month. App. fee \$32/adult.

### **STEEPLE CHASE APARTMENTS**

5300 Steeplechase Drive  
Fredericksburg, VA 22407  
Ph: 540-898-0616 or 866-819-5340  
1 Br \$872+; 2 Br, \$1,010+; 3 Br, \$1,284. Security dep. \$750+. Resident pays utilities. Pets, with breed restrictions, \$250 deposit, \$250 pet fee and \$30/mo. App. fee \$35.

### **STONEGATE**

20 Stonegate Place  
Stafford, VA 22554  
Ph: 540-659-4141

Toll free: 866-665-4379

Accepts Section 8. Tax credit. Credit check required. Min. income requirement \$34,170. 2 Br, \$1,139; 3 Br, \$1,269. Security deposit \$250+. Washer/dryer included. Pets under 75 lbs with \$250 security deposit & \$20/month. 9 accessible units.

### **TIMBER RIDGE**

3500 Golden Field Lane  
Fredericksburg, VA 22408  
Ph: 540-710-6595  
Toll Free: 866-531-5431

Accepts Section 8. Tax credit. 2 Br, \$998+; 3 Br, \$1,190+. Security deposit, \$87.50+. Washer and dryer included. Pets welcome with \$300 deposit and \$25/month. Application fee \$35/adult.

### **TOWNSEND SQUARE APARTMENTS**

1100 Townsend Blvd.  
Fredericksburg, VA 22401  
Ph: 540-899-7711  
Accepts Section 8. Tax credit community. Minimum income requirement is \$25,000. 2 Br, \$989; 3 Br, \$1,159. Sec. dep. \$250+. Residents pay all utilities except water, trash, and sewer. 6 month lease available. Pets; \$300 nonrefundable deposit, \$25/month. Breed restrictions on dogs. 16 accessible units. Application fee \$32/adult.

### **VENATOR AT COURTHOUSE SQUARE**

26 Davenport Drive  
Stafford, VA 22554  
Ph: 540-720-2001  
1 Br, 2 Br and 3 Br, rents subject to change. Admin fee \$350, dependent on credit. Pets with \$350-\$500 fee & cats-\$25, dogs-\$35/month/pet, breed restriction on dogs. Accessible units. \$35 application fee per adult.

### **THE VILLAGE AT ENGLAND RUN**

101 England Pointe Drive  
Fredericksburg, VA 22406

Ph: 540-370-4055

Accepts Section 8. Tax credit. Minimum and maximum income requirements. 2 Br, \$965; 3 Br, \$1,079; 4 Br, \$1,117. Security deposit, \$250/up. Water & trash included. Pets welcome, \$300 Pet fee, and \$25/month animal rent. Max. of 70lbs. \$35 application fee. Waiting list.

**WELLINGTON WOODS  
APARTMENTS**

1704 Lafayette Blvd.

Fredericksburg, VA 22401

Ph: 540-371-5335

Toll Free: 888-640-0953

Accepts Section 8. 1 Br, \$820+; 2 Br, \$920+; 3 Br, \$1,020+. Security dep. \$300+.

Resident pays all utilities except gas and trash. Pets, with \$300 non-refundable deposit, \$25/month. 2 pets max. Breed restrictions. \$40 app. fee.

**WINDOVER VILLAS (Individual  
Houses)**

8001 Cherry Tree Drive

Fredericksburg, VA 22407

Ph: 540-785-4009

Section 8. Tax credit. Minimum income requirements based on rent. Maximum income requirements. 3 Br, \$1,429+; 4 Br, \$1,479+. Security dep. based on credit. Pets, with breed restrictions on dogs, \$300 pet fee, \$25/month animal rent. Some accessible units. Trash included. \$9 application fee.

# WHERE TO GET INFORMATION AND ASSISTANCE

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## **CENTRAL VIRGINIA HOUSING COALITION (CVHC)**

208 Hudgins Road  
Fredericksburg, VA 22408  
Gary W. Parker, Executive Director  
Ph: 540-604-9943  
Fax: 540-604-9949

Website: <http://www.centralvahousing.org/>

Provides one-time financial assistance to families who are in danger of being evicted or are involuntarily displaced. Lend-a-hand fund may assist with security deposits or late rent. Assists families without indoor plumbing to access low cost repairs and/or installation. Administers homeownership programs. Operates the Housing Choice Voucher Program, and Colonial Heights Apartments, where rental rates are reasonable and affordable.

## **CONTINUUM OF CARE**

715 Princess Anne St., Room 209  
Fredericksburg, VA 22401  
Ph: 540-372-1179  
Fax: 540-372-6412

Website: <http://www.fredericksburgva.gov>

Addresses the needs of homeless persons in order to help them reach maximum self-sufficiency. Community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximum self-sufficiency.

## **HABITAT FOR HUMANITY INTERNATIONAL**

Store and Office:  
4755 Jefferson Davis Highway  
Fredericksburg, VA 22408  
Charles Hill, President  
Ph: 540-891-5009  
Website: <http://www.fredhab.org/site/>

Through volunteer labor, management expertise, and tax-deductible donations of money and materials, Habitat builds and rehabilitates homes with the help of the homeowners. Houses are sold at no profit to partner families, and no-interest mortgages are issued over a fixed period.

## **HEALTHY FAMILIES RAPPAHANNOCK AREA**

15 Hope Road  
Stafford, VA 22554  
Ph: 540-288-1937  
Fax: 540-659-0736  
Home visiting program for first-time parents that prevents child abuse and neglect.

## **LEGAL SERVICES OF NORTHERN VA. (LSNV)**

500 Lafayette Blvd., Suite #140  
Fredericksburg, VA 22401  
Ph: 866-534-5243  
or 703-778-6800 Option #1  
Fax: 540-374-9169  
Provides telephonic intake and free telephonic advice to low-income persons. Refers to Rappahannock Legal Services those persons requiring more than advice or those having community-based problems.

## **PROJECT FAITH, INC.**

10073 Kings Highway  
King George, VA 22485  
Ph: 540-775-3492  
Non-profit housing organization providing affordable housing for persons with disabilities and the elderly with low income.

## **QUIN RIVERS AGENCY FOR COMMUNITY ACTION**

10718 Ballantraye Dr. #402  
Fredericksburg, VA 22407  
Ph: 540-368-2700

Provides time-limited financial and housing assistance to low-income people. Also provide training programs based on the reduction of poverty. Development of skills to be more independent.

**RAPPAHANNOCK LEGAL SERVICES, INC. (RLS)**

500 Lafayette Blvd., Suite #100  
Fredericksburg, VA 22401  
Ann H. Kloeckner, Director  
Ph: 540-371-1105

[www.raplegal.com](http://www.raplegal.com)

Provides free legal assistance to low-income persons in civil matters (including housing) requiring more than advice.

**SALVATION ARMY**

2012 Lafayette Blvd.  
Fredericksburg, VA 22401  
(540) 373-3431 ex 0  
Emergency organization. Provide various services including but not limited to rent, mortgage, utility, food, and clothing assistance.

**S.E.R.V.E., INC.**

15 Upton Lane  
Stafford, VA 22554  
Marilyn Stevens, Executive Resource Director  
Ph: 540-288-9603  
Provides emergency rent and utility assistance to Stafford County residents.  
Hours: 10 a.m. – 2:30 p.m. Monday and Wednesday; 1:00 – 4:30 p.m. Tuesday and Thursday.

**CITY OF FREDERICKSBURG**

City Hall  
Building and Development Services  
Ph: 540-372-1080  
Inspects rental dwellings for compliance with uniform statewide Building Maintenance Code Standards.  
Planning and Community Development-  
Ph: 540-372-1179

**KING GEORGE COUNTY**

King George Courthouse  
Building Inspections  
Ph: 540-775-7111  
Inspects dwellings for compliance with the Uniform Statewide Building Maintenance Code.

**SPOTSYLVANIA COUNTY**

Code Compliance  
Building Office  
Ph: 540-507-7222  
Inspects rental dwellings for compliance with the Uniform Statewide Building Maintenance Code.

**STAFFORD COUNTY**

Building Inspections  
Ph: 540-658-8650  
Inspects rental dwellings for compliance with the Uniform Statewide Building Maintenance Code.

**CAROLINE COUNTY**

Building Inspections  
Ph: 804-633-4303  
Inspects rental dwellings for compliance with the Uniform Statewide Building Maintenance Code.

**Virginia Housing Development Authority (VHDA) –**

Ph: 800-828-1140 or 804-782-1986  
[www.vhda.com](http://www.vhda.com)

**Virginia Department of Housing and Community Development (DHCD) –**

Ph: 804-371-7000  
[www.dhcd.virginia.gov](http://www.dhcd.virginia.gov)

**HUD – U.S. Department of Housing and Urban Development –**

Ph: 800-842-2610; 202-708-1112; 800-669-9777; or 804-278-4510 [www.hud.gov](http://www.hud.gov)

**HUD Office of Multifamily Housing  
Programs –**

Ph: 800-685-8470

Call for brochure on resident rights and responsibilities in HUD assistance housing.

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Fredericksburg, VA 22401

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FAX: (540) 361-4345

Email [homeinc@homeinc.us](mailto:homeinc@homeinc.us)

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OFFICE**

3600 West Broad St., 5<sup>th</sup> floor

Richmond, VA 23230

1-888-551-3247; 804-367-8530

[FairHousing@dpor.state.va.us](mailto:FairHousing@dpor.state.va.us)

Helps any person who believes that he has been discriminated against in the rental of a home or a manufactured home lot.